

**PUBLIC NOTICE AND AGENDA OF THE GROVELAND CITY COUNCIL MEETING
SCHEDULED TO CONVENE AT 7:00 P.M., THURSDAY, FEBRUARY 19, 2015 IN THE E.L.
PURYEAR BUILDING LOCATED AT 243 S. LAKE AVENUE, GROVELAND, FLORIDA**

MAYOR	TIM LOUCKS	tim.loucks@groveland-fl.gov
VICE-MAYOR	JOHN GRIFFIN	john.griffin@groveland-fl.gov
COUNCIL MEMBER	JAMES SMITH	james.smith@groveland-fl.gov
COUNCIL MEMBER	DINA SWEATT	dina.sweatt@groveland-fl.gov
COUNCIL MEMBER	EVELYN WILSON	evelyn.wilson@groveland-fl.gov
CITY ATTORNEY	ANITA GERACI-CARVER, ESQ.	
CITY MANAGER	REDMOND D. JONES, II	redmond.jones@groveland-fl.gov
CITY CLERK	TERESA BEGLEY	teresa.begley@groveland-fl.gov
SERGEANT-AT-ARMS	CHIEF M. SMITH TENNYSON	melvin.tennyson@groveland-fl.gov

Please note: Most written communication to or from government officials regarding government business are public records available to the public and media upon request. Your e-mail communications may therefore be subject to public disclosure.

AGENDA

Call to Order

Opening Ceremonies

- a. Pledge of Allegiance
- b. Invocation

Roll Call

Reports

- a. City Council Member Reports
- b. City Manager's Report
- c. City Attorney's Report
- d. Citizen Advisory Reports

Consent Agenda

- Approval of City Council Meeting Minutes 02-02-2015

Guest Speakers, Presentations, and Proclamations

- 1) Proclamation: National FFA Week – February 21-28, 2015
- 2) Proclamation: Irish American Heritage Month – March 2015
- 3) Guest Speaker: Jim Stivender, Lake County Public Works Director
- 4) Presentation: Solar Organite Bio/Solids Treatment – *presented by Patrick Anthony*
- 5) Presentation: Fire Department – *presented by Lt. Patrick Pastular*
- 6) Presentation: Police & Fire Games – *presented by Ofc. Gary Revelt*

Old Business

- 7) Ordinance 2015-01-01: Annexation – *Dequette Property* *Second & Final Reading

New Business

- 8) Refinancing of the 2012A Note with Fifth Third Bank (Public Safety Property)
- 9) Agreement: CM Box Car Racing
- 10) Re-plat: Timber Groves
- 11) Ordinance 2015-02-02: Comprehensive Plan Amendment – Dequette Property
- 12) Ordinance 2015-02-03: Rezoning – *Dequette Property*
- 13) Ordinance 2015-02-04: PUD Rezoning – *Hunt Industrial Park Phase III*

Public Comments*

Announcements

Adjournment

***Groveland Code of Ordinances Sec. 2-58 (f).** Any person desiring to address the council shall first secure the permission of the presiding officer and shall give his name and address for the record. All remarks shall be addressed to the council as a body and not to any member thereof unless permission to do so is first granted by the presiding officer. Unless further time is granted by the presiding officer or the council, members of the public shall limit their discussion or address to no more than five minutes. No question shall be asked a councilmember or city official except through the presiding officer. If your address is exempt from public record you are not required to state it. In addition do not give out your Social Security Number, phone number, email address or any other information you do not want others to have access to as the meetings are recorded and those recordings are considered public record.

Pursuant to the provisions of Chap. 286, F.S., Sec. 286.0105, if a person decides to appeal any decision made by this body with respect to any matter considered at this meeting, he or she will need a record of the proceedings, and that for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record may include the testimony and evidence upon which the appeal is to be based and is advised to make such arrangements at his or her own expense.

City of Groveland
Minutes
City Council
Monday, February 2, 2015

The Groveland City Council met in a regular meeting on Monday, February 2, 2015 in the E.L. Puryear Building located at 243 S. Lake Avenue. Mayor Tim Loucks called the meeting to order at 7:00pm with the following members present: Vice Mayor John Griffin, Council Members James Smith, Dina Sweatt, and Evelyn Wilson. City officials present were: City Manager Redmond Jones, City Clerk Teresa Begley and Sergeant-at-Arms Chief M. Smith Tennyson. City Attorney Anita Geraci-Carver was late due to a prearranged meeting.

OPENING CEREMONIES

The meeting opened with the Pledge of Allegiance lead by Council Member Sweatt followed by the invocation given by Mrs. Mary Greer.

REPORTS

a. Council Member Reports

- **Council Member Wilson** attended two highway dedications in Clermont and Leesburg. Rep. Metz was the keynote speaker at the Leesburg dedication. Commissioner Tim Sullivan was the keynote speaker at the Clermont dedication. Both events were well done and she is looking forward to Groveland's dedication. Since the last meeting she has spoken to several businesses and various groups. She attended the MPO meeting and the annual dinner that followed. Groveland did not win an award so we need to try harder for next year. Mrs. Wilson stated she may want to ask questions or make comments when Mr. Jones gives his manager's report and requested time to do so.
- **Council Member Sweatt** attended two highway dedications in Clermont and Leesburg. She also attended the MPO meeting and the Annual Horizon Awards Dinner that followed. She met with Mr. Lucas and other volunteers to discuss the July 4th Celebration. She gave Mr. Lucas a tour of the Webster Flea Market where she spoke with many vendors about participating at July 4th. She also attended the Cumquat Festival in Dade City and spoke with vendors about participating at July 4th.
- **Vice Mayor Griffin** stated that tomorrow he will be in Leesburg to give a seminar on Black Seminoles. He will be in Christmas on Wednesday and Thursday giving youth a history of Seminole and Miccosukee Indians.
- **Mayor Loucks** stated he has been working closely with Engineer Consultant Tamara Richardson and Mr. Jones to complete seven SJRWMD Cost Share Grant Applications which will help fund \$7.2 million in projects over the next five years. Spoke about the SR50 Realignment Project at a recent Palisades HOA Meeting with Mr. Jones. Palisades supports the project and has provided 97 signatures on our petition. He thanked Palisades' residents for their support even though they are not within our city limits.

- b. City Manager Redmond Jones** reminded those in attendance that his City Manager's Reports are accessible on the City's website the day after each meeting.

- The SR 50 Realignment Letter Writing Campaign continues.
- The Lake~Sumter MPO nominated the City for a Horizon Award and although we did not receive the award we did receive an acknowledgement for our work.
- The Villa City DRI is slated to begin on February 6. The applicants have asked to meet with all council members individually. The meetings are intended to be introductory only.
- The Hunt Industrial Park Developer's Agreement is still in process with the impact fees being \$191,004.42. Staff is currently working on all incentives including county and state rebates. The agreement will be brought before the Council as a final draft.
- The Premier City Campaign was again mentioned with encouragement for ideas to be sent to the City Manager's Office.
- It is goal setting time and staff is in the process of scheduling the Strategic Planning Retreat. The Art Davis Group is being reviewed as the facilitator for the session; included is the proposal including references. The proposal will be discussed at the next Council Meeting.
- The CM Box Car Race on Saturday was well attended and received numerous compliments from attendees.
- Administration is in the process of reviewing the Water Rate Study and would like to bring on board a part-time contract employee to compile a baseline and research data.

Mrs. Wilson informed Mr. Jones that at the last MPO meeting Director TJ Fish recommended that Groveland keep their ears open during the spring and summer as more money should become available for the SR 50 Realignment Project. She stated she is also on the Policy Committee that will be discussing DRI's with legislatures at Lake Legislative Days in Tallahassee.

Mrs. Wilson asked if Mr. Jones accepted bids for the Strategic Planning Retreat or if the Art Davis Group was the only firm he looked at. Mr. Jones stated he looked at three firms but the Art Davis Group is the most comprehensive. This firm will be able to perform all functions that he previously spoke to the Council about including a survey. She recommended that Mr. Jones find a firm in Florida as it would be cheaper and they would be familiar with the vast Florida Sunshine Laws which are unlike any other.

Mrs. Wilson questioned Mr. Jones about an email sent to all Council regarding an information request from Mayor Loucks regarding water. She stated that she has said numerous times that a rate study needs to be performed. She is highly concerned about staff spending excessive amounts of time essentially doing a study for a study. She feels that a firm should be hired to complete the study and allow staff to go back to doing their regular jobs.

Mr. Jones stated that staff is not performing a study for a study, it is simply gathering data. The software programs currently used are antiquated causing staff to perform hand counts. Staff is not trained in statistical data. The data supplied for the rate study from the start must be accurate, systematic, and transparent. However, the data being gathered is not only to assist with the rate study it is information needed by SJRWMD, SLRWI, and WRA.

Mrs. Wilson stated that if the software does not calculate accurately it needs to be replaced. She recommended that since staff is not properly trained someone who is should be hired to gather all the necessary data.

Mr. Jones stated that he has someone that he is going to bring on board as a contract employee to gather all the statistical data. He is currently working on the scope of work to be performed. Once they are brought on board a work session will be held for Council to ensure you all are kept informed and are well versed in the study. This person will be paid from the funds budgeted for the rate study. If there are not enough funds to pay for this person and complete the rate study he will bring this back to Council for a budget amendment.

Mayor Loucks stated that he sent two pages of questions to staff. The information is for WRA who is completing a water modeling study for SLRWI and has asked for this same information from all South Lake municipalities. We also need this data to report to SJRWMD for our CUP. If the numbers are in accurate and we under report our future applications may be cut. We do not want to get to a point where we must deny a development due to lack of water. Mr. Jones mentioned hiring a person to gather the data and he is in agreement as it would no longer tie up staff time.

Mrs. Wilson asked if a contract person is to be hired then does Mayor Loucks agree that all data collection work should stop until this person starts. Mayor Loucks stated that yes, he was in agreement because he thought the information he requested would be readily available but it wasn't. Mrs. Wilson stated that she just wants staff to be able to return to doing their normal jobs.

CONSENT AGENDA

- **Approval of City Council Meeting Minutes 01-21-2015**

Council Member Sweatt moved to approve; seconded by Council Member Wilson. The motion was approved with all members present voting aye.

GUEST SPEAKERS, PRESENTATIONS AND PROCLAMATIONS

- 1. Proclamation: South Lake Rotary Club**

City Clerk Teresa Begley read the proclamation for the mayor.

- 2. Police & Fire Games – presented by Ofc. Gary Revelt**

This item was removed from the agenda at the recommendation of staff as Ofc. Revelt was absent due to an illness.

NEW BUSINESS

- 3. Direction to the City of Groveland Authorizing an Option to Relinquish the City's Contractual Rights for the Annexation of Palisades Phase III**

Vice Mayor Griffin moved to allow for the provisions of the covenant to opt-out of the City's right to annex; seconded by Council Member Smith. The motion was approved with all members present voting aye.

4. Preliminary Plat: Trilogy – Phase IV

Council Member Sweatt moved to approve the preliminary plat; seconded by Council Member Wilson. The motion was approved with all members present voting aye.

5. Purchase of Villas at Green Gate Lift Station

Council Member Smith moved to approve the purchasing of the Villas at Green Gate lift station; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.

6. Award of Bid: Sunshine Sludge Digester Replacement Project

Council Member Smith moved to award bid for the Sunshine Digester Replacement Project to Sawgrass and to amend the contract to remove "Orange County" from the contract; seconded by Vice Mayor Griffin. The motion was approved with all members present voting aye.

7. Award of Contract: Engineering Services

Council Member Smith moved to approve the Continuing Services Agreement with AMEC, CPH and BESH; seconded by Council Member Wilson. The motion was approved with all members present voting aye.

8. Ordinance 2015-01-01: Annexation – Dequette Property

Council Member Wilson moved to approve; seconded by Council Member Sweatt. The motion was approved with all members present voting aye.

COUNCIL ANNOUNCEMENTS

Vice Mayor Griffin stated that he earlier asked staff to report the total amount spent on the Community Garden since its inception and he wanted to know if they could relay that amount to him now. Mrs. Walker stated that she did not have the exact total with her but the amount is approximately \$4,900. Mr. Griffin asked what had happened to the \$500 given by the CRA to the Trilogy Wild Flowers Garden Club. Mrs. Walker stated that the money had not been spent as of yet. Mr. Griffin stated that in his opinion the City should not spend another dime on the Community Garden. Those interested in the garden could help with the Permaculture Project. The City should partner with groups like Groveland Cares to educate the young people in that community who do not have a computer at home. The City should move forward to help the people get out of that neighborhood by assisting them with getting a job or a skill set to get a future job.

OPEN FORUM

ADJOURNMENT

Mayor Loucks adjourned the meeting 8:37pm.

Attest:



Tim Loucks, Mayor

Teresa Begley, City Clerk

Proclamation

National FFA Week

February 21-28, 2015

Whereas, the future progress and prosperity of Florida is dependent to a great degree upon the skills and effort of those who operate the many farms of the state; and

Whereas, FFA and agriculture education provide a strong foundation for the youth of America and the future of food, fiber and natural resource systems; and

Whereas, FFA encourages citizenship, volunteerism, patriotism and cooperation; and

Whereas, agricultural education and FFA ensure a steady supply of young professionals to meet the growing demands in science, business and technology of agriculture; and

Whereas, FFA promotes premier leadership, personal growth and career success among its members; and

Whereas, the FFA motto – “learning to do, doing to learn, earning to live, living to serve” – gives direction of purpose to these students who take an active role in succeeding in agricultural education; and

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its’ citizens, do hereby proclaim February 21-28, 2015 as National FFA Week.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 19th day of February 2015.



Tim Loucks, Mayor

Teresa Begley, City Clerk

Proclamation

Irish American Heritage Month

Whereas, Irish Americans, since America's inception, have provided and continue to provide leadership and service to this nation's political, business and religious establishments; and

Whereas, by 1776 nearly 300,000 Irish nationals had emigrated to the American colonies and played a crucial role in America's War for Independence; and

Whereas, five signers of the Declaration of Independence were of Irish descent and three signers were Irish born; and

Whereas, twenty-two Presidents have proudly proclaimed their Irish American heritage; and

Whereas, the Irish first came to Spanish "La Florida" in the 1500s - first as missionaries and mercenary soldiers and then as planters, traders, businessmen, doctors and administrators; and

Whereas, three of the Spanish Governors of "La Florida" were actually Irish military officers; and

Whereas, it is fitting and proper to celebrate the rich cultural heritage and the many valuable contributions of Irish Americans.

Now, Therefore, be it Proclaimed, I, Tim Loucks, Mayor of the City of Groveland, on behalf of its' citizens, do hereby proclaim March 2015 as the Irish American Heritage Month.

In Witness Whereof, I have hereunto set my hand and caused the Great Seal of the City of Groveland to be affixed this 19th day of February 2015.



Tim Loucks, Mayor

Teresa Begley, City Clerk



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Guest Speaker: Jim Stivender, Lake County Public Works Director
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CITY GOAL:	Establish a sound and sustainable government supported by professionalism, progressive thinking and modernizing the organization.
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PREPARED BY:	Teresa Begley, City Clerk
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DATE:	February 10, 2015
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BACKGROUND:

Mr. Stivender is here to discuss upcoming projects and answer any questions Council may have.

STAFF RECOMMENDATION: None

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Presentation: Solar Organite Bio/Solids Treatment – presented by Patrick Anthony
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CITY GOAL:	Develop, maintain and rebuild safe, clean, diverse, healthy, neighborhoods, including partnering with the school district.
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PREPARED BY:	Teresa Begley, City Clerk
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DATE:	February 10, 2015
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BACKGROUND:

MR. Anthony will give a presentation regarding a Solar Organite Bio/Solids Treatment system that can incorporated into our water treatment process.

STAFF RECOMMENDATION: None

REVIEWED BY CITY MANAGER:

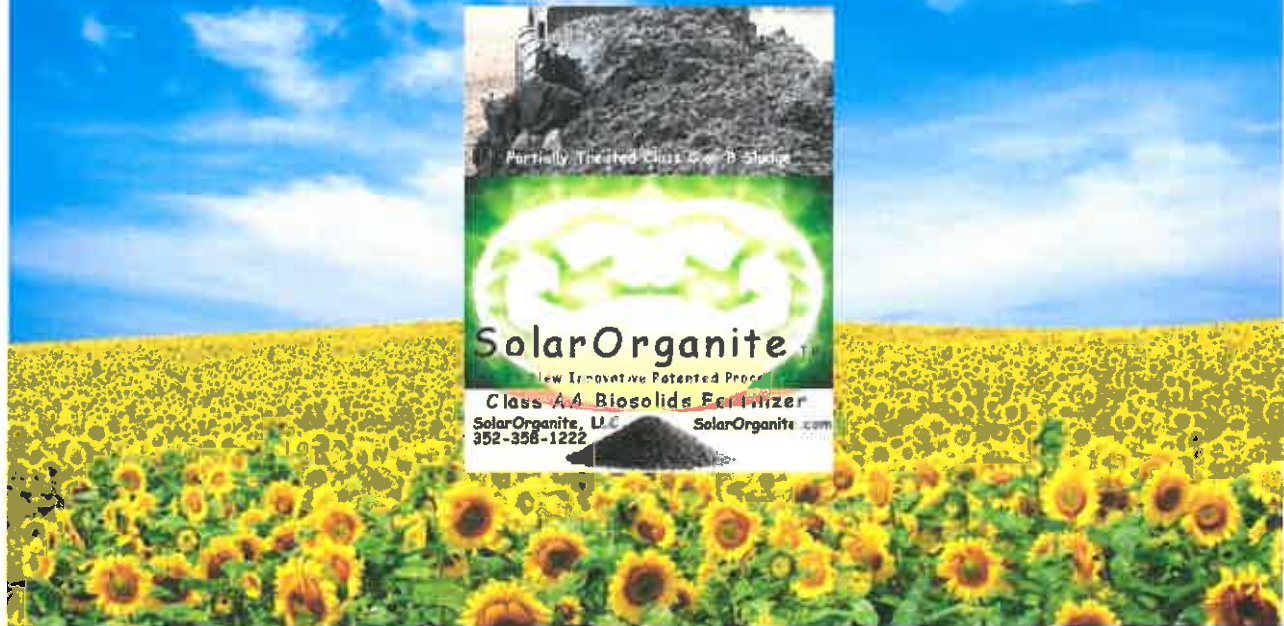
COUNCIL ACTION:

MOTION BY:

SECOND BY:

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The SolarOrganite® Patented Biosolids Treatment Process



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- Zero Waste, Zero Emissions & Zero Carbon Footprint
- Fully Sustainable, No Chemicals
- Other than material handling equipment, uses no fossil fuels

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- Major Volume Reduction
- Can Operate "Off the Grid"
- Reduces Odors
- Zero Emissions
- 72 Hours Throughput or Less
- Dual Use End Product (Fertilizer or Fuel Source)
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- Zero Waste, Zero Emissions & Zero Carbon Footprint
- Fully Sustainable, No Chemicals
- Other than material handling equipment, uses no fossil fuels

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Major Volume Reduction

22 Cubic Yards added to SolarOrganite® Patented Biosolids Treatment Process



11 Cubic Yards at end of Day 1



6 Cubic Yards SolarOrganite® Process Day 2

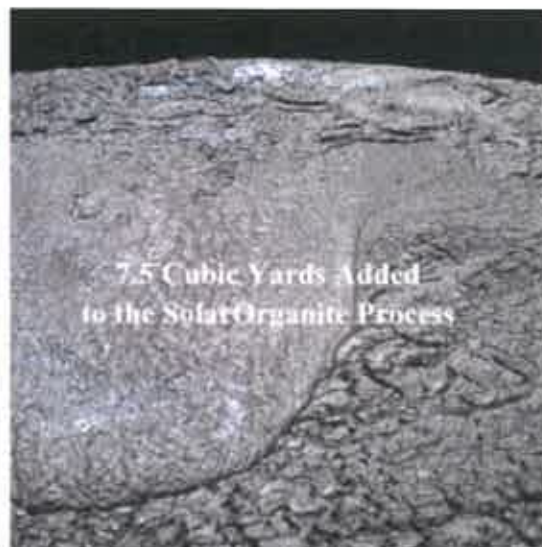


3 Cubic Yards SolarOrganite® Process Day 3



1 Cubic Yard At the End of SolarOrganite® Process Day 3





7.5 Cubic Yards Added
to the SolarOrganite Process



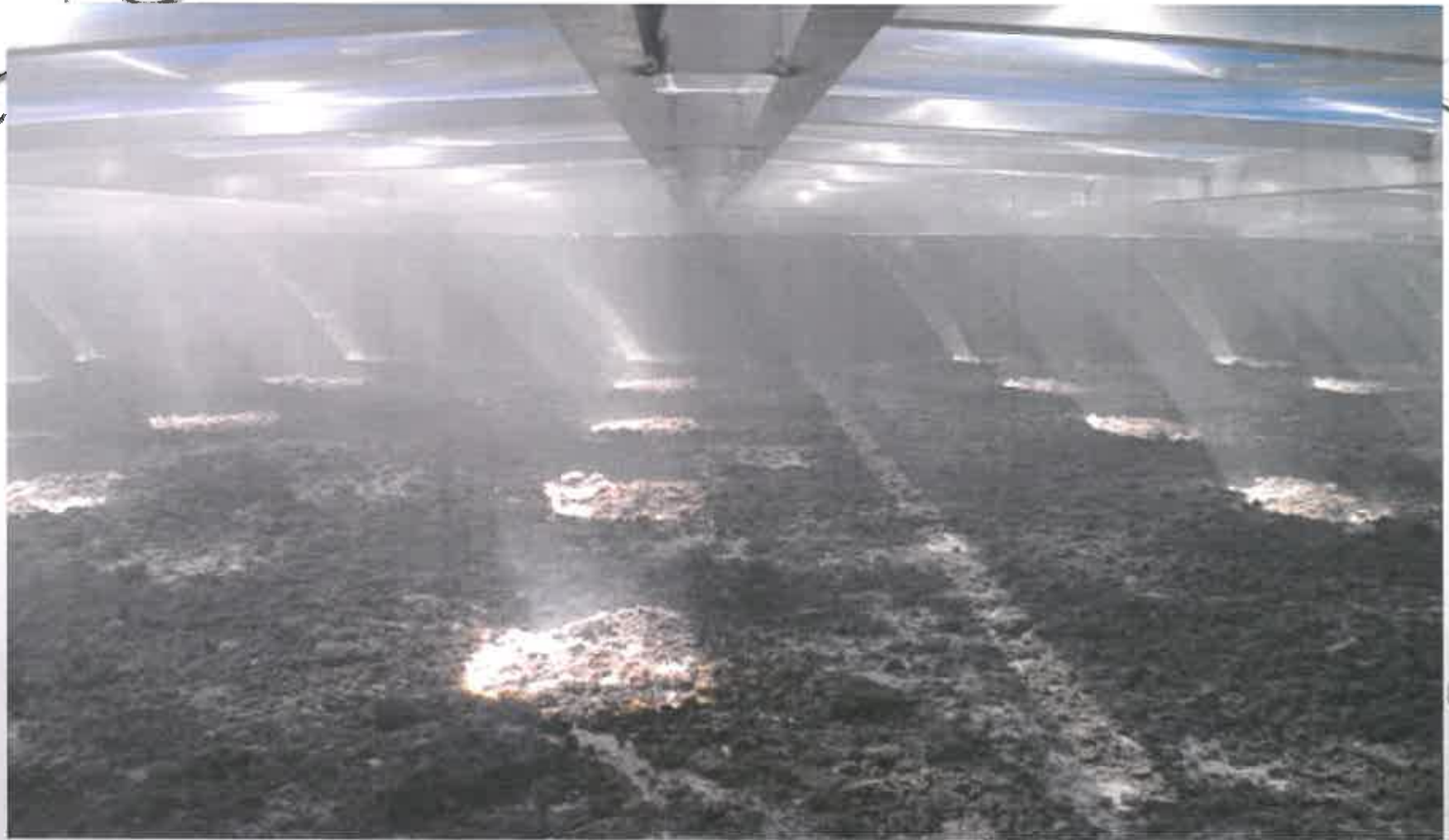
Volume Reduced to
.158 Cubic Yards

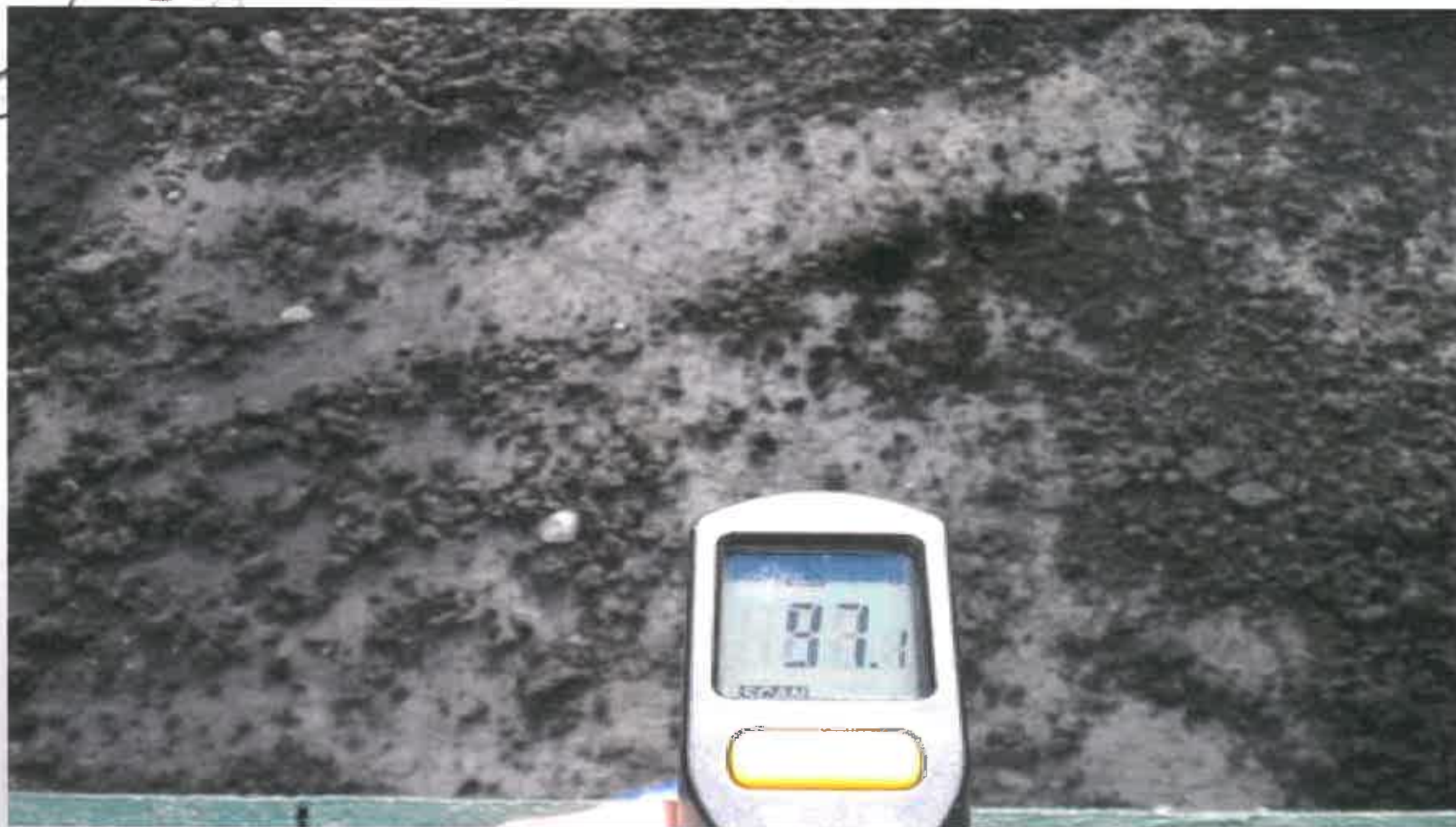
SolarOrganite™ Biosolids Process













Final Product Class AA/EQ
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T.S.S. 80-95%



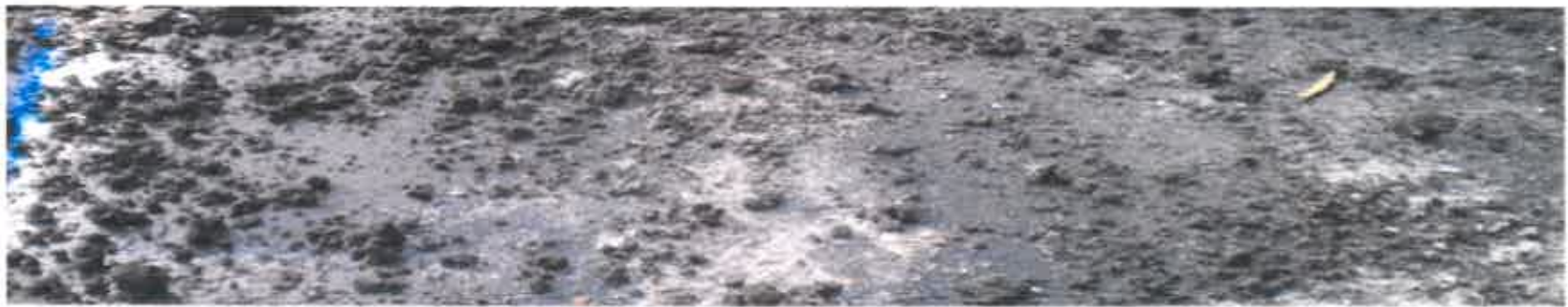


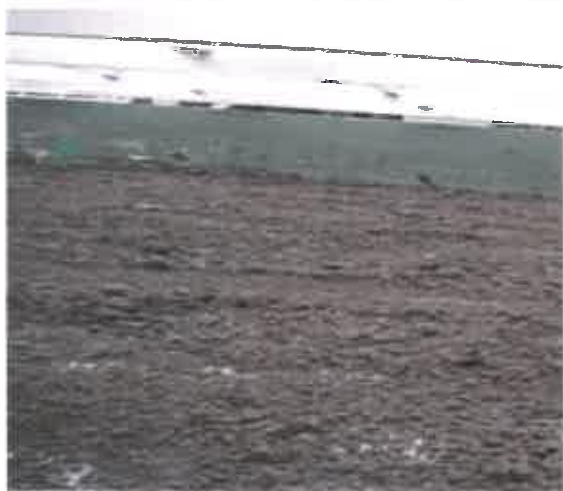
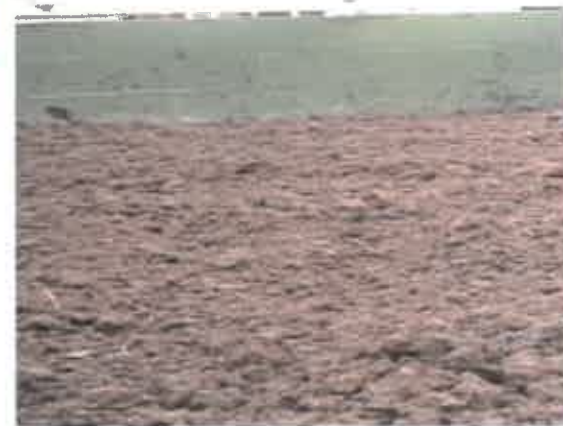
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REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM: Fire Department Presentation
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CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
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PREPARED BY:	Willie Morgan, Fire Chief
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DATE:	February 5, 2015
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BACKGROUND:

In response to February being classified as Heart Health Month, the Groveland Fire department will give a brief presentation to the Council and attendees addressing the role that the Department plays in helping the citizens of our community maintain healthy hearts and showcasing the abilities of the Department with the initiation of Advanced Life Services in both of our stations. Highlighted will be the advanced equipment used along with the various capabilities provided through the provision of ALS.

STAFF RECOMMENDATION: None

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015

AGENDA ITEM: 2015 World Police & Fire Games – presented by Ofc. Revelt

CITY GOAL: Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.

PREPARED BY: Teresa Begley, City Clerk

DATE: January 29, 2015

BACKGROUND:

The World Police & Fire Games, established in 1985, is one of the largest multi-sport, multi-venue events in the world. The games honor the courageous men and women who are the first to respond to those in need or when tragedy strikes. They risk their lives day in and day out to keep our loved ones and us safe. Fairfax 2015 is committed to honoring these brave heroes of public safety by hosting the World Police & Fire Games in 2015.

The World Police & Fire Games present a unique opportunity to reach the coveted First Responder market. With 2,500,000 First Responders in the United States and over 10,000,000 globally, the First Responders are a dynamic target market for partners to honor and support through their association with the games. It draws more than 12,000 athletes from police, fire and other public safety agencies representing 70 countries competing in 1,600 medal events across 61 sports. The games strive to inspire, celebrate and honor our public safety officials.

Held biennially, the World Police & Fire Games will be held in Fairfax County, Virginia, USA in 2015, Montreal, Canada in 2017 and Chengdu, China in 2019. The World Police & Fire Games are a spectacular international sporting event, offering police officers, firefighters, customs and correction officers from around the world an opportunity to showcase their athletic excellence in 'Olympic' style sporting events. Hosted by Fairfax County, Virginia the games will be held throughout the NCR from June 26 to July 5, 2015. The size and scope of the games continues to grow, with both the attendance and the number of participating countries steadily increasing. The international community eagerly bids for the rights and opportunity to hold this exciting event.

Ofc. Gary Revelt has competed in the Florida Fire & Police Games for many years representing the Groveland Police Department. He has won several medals in the swimming events he participated in. Ofc. Revelt will be traveling to Fairfax, VA to continue representing Groveland in the swimming events but at the world level. Other police & fire staff are currently reviewing the event to determine if they wish to compete as well.

"The city with a future, watch us grow!"

STAFF RECOMMENDATION: Informational item

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"



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POLICE & FIRE
GAMES

The Games of Heroes

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You don't need to be an Olympian to compete – you only need the spirit and the passion to take on the world in your chosen sport.

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BEAT THE WORLD.**

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**MEET.
COMPETE.**

JUNE 26 – JULY 5, 2015

HONOR





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Ordinance 2015-01-01: Annexation – <i>Dequette Property</i> <i>*Second & Final Reading</i>
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CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
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PREPARED BY:	Ryan Berger, Community Development Director
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DATE:	January 26, 2015
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BACKGROUND: The annexation of 1.33 acres. Currently there is a duplex and 2 single family houses located on the property. After annexation the applicant has requested a comprehensive plan amendment for a future land use designation of Medium Density Residential and a rezoning from Lake County Rural to R-3. These requests will be heard at the next LPA and City Council meetings. The combination of all of these actions would allow the applicant to subdivide the lot and build a new house.

STAFF RECOMMENDATION: Motion to Approve
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REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

Record and return to:
Trudy Lovejoy
City of Groveland
156 S. Lake Avenue
Groveland, FL 34736

ORDINANCE 2015-01-01

AN ORDINANCE EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, PURSUANT TO THE VOLUNTARY ANNEXATION PROVISIONS OF SECTION 171.044 AND SECTION 171.204, *FLORIDA STATUTES (2013)*; ANNEXING 1.33 +/- ACRES OF REAL PROPERTY NOT EMBRACED WITHIN THE PRESENT LIMITS OF THE CITY OF GROVELAND; PROVIDING FOR FINDINGS; PROVIDING A LEGAL DESCRIPTION AND A MAP; DIRECTING THE CITY MANAGER TO RECORD CERTIFIED COPIES OF THIS ORDINANCE AFTER APPROVAL WITH THE CLERK OF THE CIRCUIT COURT, THE COUNTY MANAGER OF LAKE COUNTY, AND THE SECRETARY OF THE STATE OF FLORIDA; PROVIDING FOR CONFLICTS AND SEVERABILITY; SETTING AN EFFECTIVE DATE.

WHEREAS, James Duquette, a property owner in an unincorporated area of Lake County, has petitioned the City Council, Groveland, Florida, to annex property into the City of Groveland, and

WHEREAS, the property, as hereafter defined, has become eligible for annexation with the approval of the Interlocal Service Boundary Agreement dated February 15th 2013 entered into by and between the City of Groveland, City of Clermont, City of Mascotte, Town of Howey-In-The-Hills, City of Minneola, City of Leesburg and Lake County (the "Interlocal Agreement"), and

WHEREAS, the City Council has determined that the area proposed for annexation meets the requirements of §171.204; and

WHEREAS, this Ordinance has been advertised as required by law with a copy of said notice sent via certified mail to the Board of County Commissioners of Lake County as provided for by statute; and

WHEREAS, all other procedural and notice requirements mandated by State law and the City's Code of Ordinances, and the ISBA have been followed and satisfied; and

NOW THEREFORE, be it ordained, by the City Council of the City of Groveland, Florida, as follows:

Section 1: Legislative Findings. The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2: Annexation. The corporate limits of the City of Groveland, Florida, are hereby extended and increased so as to include and embrace within the corporate limits of the City of Groveland, the real property described as Alternate Key Number 2836644, Parcel ID Number 02-22-25-000300001900, consisting of 1.33 acres, more particularly described as follows:

Legal Description:

The South 220 feet of the East $\frac{1}{4}$ of the South $\frac{1}{2}$ of Government Lot 6, in Section 2, Township 22 South, Range 25 East, Lake County, Florida, LESS road Right-of-Way.

(the "Property").

The Property is hereby annexed and declared to be a part of the City of Groveland. The Property is depicted in the map attached hereto as **Exhibit A**.

Section 3: Applicability and Effect. Upon this Ordinance becoming effective, the property annexed shall be subject to all laws, ordinances, and regulations enforced in the City of Groveland, and shall be entitled to the same privileges and benefits as other parts of the City of Groveland upon the effective date of the annexation.

Section 4: Directions. In accordance with Section 171.044(3), *Florida Statutes* (2013) within seven (7) days of the adoption of this Ordinance, certified copies of this shall be provided to the Clerk of the Circuit Court (Recording), and the Secretary of State of the State of Florida. It shall further be submitted to the Office of Economic and Demographic Research within 30 days of approval along with a statement specifying the population census effect and the affected land area.

Section 5: Conflicts. All ordinances and parts of ordinances to the extent in conflict with this Ordinance are hereby repealed.

Section 6: Severability. If any provision or portion of this ordinance is declared by any court competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 7: Effective Date. This ordinance shall become effective immediately upon passage by the City Council of the City of Groveland in accordance with law.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk



Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____
Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
James Smith		
Dina Sweatt		
Evelyn Wilson		

EXHIBIT "A"





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Refinancing of the 2012A Note with Fifth Third Bank (Public Safety Property)
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CITY GOAL:	Establish a Sound and Sustainable Government supported by professionalism, progressive thinking and modernizing the organization.
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PREPARED BY:	Gwen Walker, Finance Director
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DATE:	February 3, 2015
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BACKGROUND: At the January 21, 2015 Council Meeting, Mr. Larson of Larson Consulting reviewed the 2012A Public Safety Property Loan and the need to refinance it. With a \$1.5 million balloon payment due in October 2019 and note covenants that state **"The City will not while the Notes are Outstanding, without the prior approval of the Bank, incur any indebtedness"** this loan in its current form inhibits the City's ability to entertain future general fund projects such as a new public safety complex or an amphitheater. Interest rates are low and staff is recommending that Council authorize going out for a Request for Proposal from a number of banks regarding the refinancing of this note. When the RFPs have been reviewed and analyzed, staff will not only make a recommendation on which bank should receive the refinancing award, but will recommend terms (number of years, interest rates, etc.) and provide justification for such recommendation.

STAFF RECOMMENDATION: Approve Solicitation of RFPs from Banks.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

SOURCES AND USES OF FUNDS

CITY OF GROVELAND, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2015
(Refunding of Series 2012A Note)
Same Final Maturity

Dated Date: 2/15/2015
Delivery Date: 2/15/2015

Sources		Refunding Note, Series 2015
Note Proceeds:		
Par Amount of Bonds		2,181,000.00
Premium/(OID)		
		2,181,000.00
Other Sources of Funds:		
Debt Service Sinking Fund		98,210.47
Total Sources		2,279,210.47

Uses	
Refunding Escrow Deposits	
Escrow Cost	2,219,203.57
Delivery Date Expenses (estimated)	
Cost of Issuance	60,000.00
Other Uses of Funds	
Additional Proceeds (1)	6.90
Total Uses	2,279,210.47

(1) Represents rounding to nearest \$100

NOTE DEBT SERVICE

CITY OF GROVELAND, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2015
(Refunding of Series 2012A Note)
Same Final Maturity

Dated Date: 2/15/2015
Delivery Date: 2/15/2015

Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
2/15/2015					
10/1/2015	71,000	2.000%	27,383.67	98,383.67	98,383.67
4/1/2016	254,500	2.000%	21,100.00	275,600.00	
10/1/2016	257,000	2.000%	18,555.00	275,555.00	551,155.00
4/1/2017	260,000	2.000%	15,985.00	275,985.00	
10/1/2017	262,500	2.000%	13,385.00	275,885.00	551,870.00
4/1/2018	265,000	2.000%	10,760.00	275,760.00	
10/1/2018	267,500	2.000%	8,110.00	275,610.00	551,370.00
4/1/2019	270,500	2.000%	5,435.00	275,935.00	
10/1/2019	273,000	2.000%	2,730.00	275,730.00	551,665.00
	2,181,000		123,443.67	2,304,443.67	

CALENDAR YEAR BUDGETARY COMPARISON

CITY OF GROVELAND, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2015
 (Refunding of Series 2012A Note)
 Same Final Maturity

Period Ending	Debt Service		Savings Analysis	
	Refunding Series 2015	Existing Debt	Annual	Cumulative
2/15/2015	98,210			
10/1/2015	98,384	196,421	(173)	(173)
10/1/2016	551,155	196,421	(354,734)	(354,907)
10/1/2017	551,870	196,421	(355,449)	(710,356)
10/1/2018	551,370	196,421	(354,949)	(1,065,305)
10/1/2019	551,665	1,625,982	1,074,317	9,012
	2,402,654	2,411,666	9,012	
	Total Savings/(Cost)		9,012	

SOURCES AND USES OF FUNDS

CITY OF GROVELAND, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2015
(Refunding of Series 2012A Note)
10 Year Refunding

Dated Date: 2/15/2015
Delivery Date: 2/15/2015

Sources		Refunding Note, Series 2015
Note Proceeds:		
Par Amount of Bonds		2,181,000.00
Premium/(OID)		
		2,181,000.00
Other Sources of Funds:		
Debt Service Sinking Fund		98,210.47
Total Sources		2,279,210.47

Uses	
Refunding Escrow Deposits	
Escrow Cost	2,219,203.57
Delivery Date Expenses (estimated)	
Cost of Issuance	60,000.00
Other Uses of Funds	
Additional Proceeds (1)	6.90
Total Uses	2,279,210.47

(1) Represents rounding to nearest \$100

NOTE DEBT SERVICE

CITY OF GROVELAND, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2015
(Refunding of Series 2012A Note)
10 Year Refunding

Dated Date: 2/15/2015
Delivery Date: 2/15/2015

Date	Principal	Coupon	Interest	Debt Service	Annual Debt Service
2/15/2015					
10/1/2015	57,000	3.000%	41,075.50	98,075.50	98,075.50
4/1/2016	97,500	3.000%	31,860.00	129,360.00	
10/1/2016	99,000	3.000%	30,397.50	129,397.50	258,757.50
4/1/2017	100,500	3.000%	28,912.50	129,412.50	
10/1/2017	102,000	3.000%	27,405.00	129,405.00	258,817.50
4/1/2018	103,500	3.000%	25,875.00	129,375.00	
10/1/2018	105,000	3.000%	24,322.50	129,322.50	258,697.50
4/1/2019	106,500	3.000%	22,747.50	129,247.50	
10/1/2019	108,000	3.000%	21,150.00	129,150.00	258,397.50
4/1/2020	110,000	3.000%	19,530.00	129,530.00	
10/1/2020	111,500	3.000%	17,880.00	129,380.00	258,910.00
4/1/2021	113,000	3.000%	16,207.50	129,207.50	
10/1/2021	115,000	3.000%	14,512.50	129,512.50	258,720.00
4/1/2022	116,500	3.000%	12,787.50	129,287.50	
10/1/2022	118,500	3.000%	11,040.00	129,540.00	258,827.50
4/1/2023	120,000	3.000%	9,262.50	129,262.50	
10/1/2023	122,000	3.000%	7,462.50	129,462.50	258,725.00
4/1/2024	123,500	3.000%	5,632.50	129,132.50	
10/1/2024	125,500	3.000%	3,780.00	129,280.00	258,412.50
4/1/2025	126,500	3.000%	1,897.50	128,397.50	
10/1/2025					128,397.50
	2,181,000		373,738.00	2,554,738.00	

CALENDAR YEAR BUDGETARY COMPARISON

CITY OF GROVELAND, FLORIDA
CAPITAL IMPROVEMENT REVENUE REFUNDING NOTE, SERIES 2015
 (Refunding of Series 2012A Note)
 10 Year Refunding

Period Ending	<i>Debt Service</i>		<i>Savings Analysis</i>	
	Refunding Series 2015	Existing Debt	Annual	Cumulative
2/15/2015	98,210			
10/1/2015	98,076	196,421	135	135
10/1/2016	258,758	196,421	(62,337)	(62,202)
10/1/2017	258,818	196,421	(62,397)	(124,598)
10/1/2018	258,698	196,421	(62,277)	(186,875)
10/1/2019	258,398	1,625,982	1,367,585	1,180,710
10/1/2020	258,910		(258,910)	921,800
10/1/2021	258,720		(258,720)	663,080
10/1/2022	258,828		(258,828)	404,252
10/1/2023	258,725		(258,725)	145,527
10/1/2024	258,413		(258,413)	(112,885)
10/1/2025	128,398		(128,398)	(241,283)
	2,652,948	2,411,666	(241,283)	
Total Savings/(Cost)			(241,283)	

City of Groveland, Florida

Capital Improvement Revenue Refunding Note, Series 2015

Evaluation of Refunding/Restructuring Options (1)(2)

Current		Option 1	Option 2	Option 3
\$2,200,472	Par	\$2,181,000	\$2,181,000	\$2,181,000
5 Year	Term	5 Year	10 Year	15 Year
10/1/2019	Final Payment	10/1/2019	4/1/2025	4/1/2030
Balloon	Structure	Level Debt	Level Debt	Level Debt
	Market/Bank	Bank	Bank	Bank
	Bank Payoff (1)	\$2,219,204	\$2,219,204	\$2,219,204
	Par Amount of Bonds Called	2,200,472	2,200,472	2,200,472
	1st Maturity Called	4/1/2015	4/1/2015	4/1/2015
	Cost of Issuance (est)	60,000	60,000	60,000
	Cash from Issuer (4/1 Pmt)	98,210	98,210	98,210
2.27%	Average Coupon	2.00%	3.00%	4.00%
2,313,455	Total Debt Service	2,304,444	2,554,738	3,072,328
	Gross Savings (Cost)	9,012	(241,283)	(758,872)
1,625,982	MADS	551,870	258,910	205,499

(1) Indicative interest rates, subject to change based on tax status (BQ versus Non-BQ) and market conditions.

(2) PV Savings % is of Bonds being Refunded, Series 2012A as 2012B already paid off.



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Agreement: CM Box Car Racing, Inc. (CMBCR)
CITY GOAL:	Promote quality of life including public safety, community pride events, strong citizen involvement, parks and recreation opportunities and investment.
PREPARED BY:	Rodney Lucas, Economic Development Manager/CRA Liaison
DATE:	February 10, 2015

BACKGROUND:

The City of Groveland is entering into a unique situation to partner with CMBCR to provide “the under privileged children” and kids of Groveland with an opportunity to participant in Soap Box Derby style of youth racing. Soap Box Derby also known as gravity racing is like drag racing without an engine. Competitors race each other one on one downhill and race until there is a winner. It is an elimination bracket race format. Twice down- hill for each racer with the best combine times determining which racer is a winner and the winner moving on. We will race two different styles of bracket double elimination and single elimination. We are seeking Council approve to enter into a joint private/public partnership with CMBCR from September 27, 2014 to May 31, 2015 (See attached event schedule) for a period of two years. Council will review the contract at the end of the first season to determine direction and adjustments if necessary.

STAFF RECOMMENDATION: Motion to approve.

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

**FINAL DRAFT AMENDED AND RESTATED AGREEMENT BETWEEN
CITY OF GROVELAND AND
CM BOX CAR RACING, INC.**

THIS **AMENDED AND RESTATED** AGREEMENT (this "Agreement") is made this ____ day of _____, 2015 ("Effective Date") by and between the **CITY OF GROVELAND**, a Florida municipal corporation, and **CM BOX CAR RACING, INC.**, a Florida Non Profit Corporation (the "CM").

WITNESSETH:

WHEREAS, CM was organized for the specific purpose of giving "the under privileged children a sport that all can afford ... to make every child's dream come true ... give every child a chance to play a sport when they could not before." and

WHEREAS, CM was afforded the opportunity to purchase box car racing equipment, and items that can be used in box car races (hereinafter collectively "Equipment"); and

WHEREAS, CM asked the CITY OF GROVELAND to purchase the Equipment and to allow CM to conduct box car races within the municipal limits of the City of Groveland; and

WHEREAS, the CITY OF GROVELAND actively seeks to promote the city, encourage public involvement in community activities, and foster a safe environment for children to participate in sports; and

WHEREAS, the CITY OF GROVELAND agreed to fund CM'S travel expenses to and from Tallahassee for the purpose of CM transporting the Equipment to the CITY OF GROVELAND, as well as fund the purchase of the Equipment; and

WHEREAS, CM has committed to promoting and hosting CM box car races within the CITY OF GROVELAND utilizing the Equipment as well as other equipment owned by CM; and

WHEREAS, the CITY OF GROVELAND and CM are parties to that certain Agreement between CITY OF GROVELAND and CM BOX CAR RACING, INC.; and

~~**WHEREAS**, the CITY OF GROVELAND and CM desire to amend their agreement and enter into this Amended and Restated Agreement.~~

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the CITY OF GROVELAND and CM hereby agree as follows:

1. **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **Funds.** On October 2, 2014 the CITY OF GROVELAND issued Check #46749 to CM Box Car Racing, 363 Sky Valley Street, Clermont, Florida, in the amount of \$4,734.79 which funded the CITY OF GROVELAND'S purchase of the Equipment and funded CM's transportation expenses to and from Tallahassee to pick up the Equipment. A copy of Check #46749 is attached hereto as **Exhibit A**.

3. **Equipment.** The Equipment is the property of the CITY OF GROVELAND. A list of the Equipment is attached hereto as **Exhibit B**. The Equipment shall be maintained and stored at facilities owned by the CITY OF GROVELAND when not in use.

4. **CM'S Obligations.** CM's obligations are as follows:

- a. CM shall promote, register age and size appropriate participants for each event, and facilitate no less than 10 box car racing events to be held within the City of Groveland each fiscal year (Oct 1 – Sept 30) commencing October 2014 at CM'S expense.
- b. CM shall provide CITY OF GROVELAND with a certificate of insurance naming the City as an additional insured and covering all personal injury, death, and property damages relating to any event. CM shall maintain said insurance at all times, and the insurance company shall be required to notify the City no less than 30 days prior to any changes in coverage or cancellation of insurance. The policy limits shall not be less than \$1,000,000 per occurrence.
- c. CM shall inspect the Equipment prior to each use and shall notify the CITY OF GROVELAND of any needed repairs or safety hazards prior to each event. CM shall not utilize any equipment that is unsafe or is a safety hazard.
- d. CM shall provide, at its expense, any other equipment needed for holding box car racing events. CM shall not utilize any equipment that is unsafe or is a safety hazard.
- e. CM may charge a registration fee for participants and retain the fees collected; however, the registration fee amount shall be approved by the CITY OF GROVELAND. The registration fee charged residents of the City of Groveland shall be at least \$10.00 less than a non-resident's registration fee.
- f. CM shall obtain any and all permits at its expense.
- g. CM shall abide by any and all state, county and municipal laws and regulations.
- h. CM is responsible for moving the shed, ramps, containers and Equipment to a location designated by the CITY OF GROVELAND.

- i. CM must obtain CITY OF GROVELAND'S consent for the location of each event.
 - j. CM shall provide sufficient personnel to perform the duties CM is responsible for as provided herein. All such personnel shall be employed by, contracted with, and otherwise paid by CM. CM shall ensure all personnel have training proper to their duties and that all personnel meet security and criminal and background clearances, if appropriate.
 - k. On September 1 of each year commencing September 1, 2015, and within 30 days of any request, CM shall provide CITY OF GROVELAND a detailed financial report detailing the preceding twelve month's expenditures and receipts.
 - l. Commencing in February 2015 and each month thereafter for the duration of this Agreement, CM shall provide CITY OF GROVELAND the preceding month's bank statement demonstrating what funds are available to support the events.
 - m. CM shall comply with the following restrictions:
 - i. No vehicles or food vendors shall be parked or located in the street or on either side of the street in the grass between the start line and the finish line barriers line before the stop barriers without written permission from the property owner.
 - ii. In the area before the safety barriers, there shall be no loading of box cars onto trailers or vehicles during the race. In the area before the safety barriers, there shall be no loading of any vehicle or trailer of any item during the race.
 - iii. Develop a track safety guideline in written form, to include safety prevention measures and protocols in the event of an emergency, and designating personnel to carry out the safety guideline protocols in the event emergency responders are not available or will be delayed in responding to an accident.
 - iv. In accordance with NDR program rules, no child under the age of 7 shall be allowed to drive a box car by his or her self, except a Super Kids event which requires two in a vehicle. In that event, at least one of the two must be 7 years of age or older.
 - n. CM shall provide the CITY OF GROVELAND, no less than two business days before each event, a copy of the following:
 - i. List of all participants
 - ii. Application for each participant
 - iii. Release and Hold Harmless language signed by Waiver for each participant
 - iv. Hold Harmless for each participant.
- The release waiver and hold harmless language in the liability section of the race form shall include language benefitting the City of Groveland and the language shall be approved by the CITY OF GROVELAND in advance.

5. **City's Obligations.** The CITY OF GROVELAND'S obligations are:

- a. CITY OF GROVELAND shall make available to CM the Equipment for CM to utilize at all CM box car racing events held within the City of Groveland.
- b. Provide public safety (police and fire) services as needed for each box car racing event held within the City of Groveland. This service will be provided at the cost of the city for 10 races. After which time CM is responsible for the cost of police coverage as required by county ordinance.
- c. Promote each box car racing event held within the City of Groveland on the City's website and Facebook page.

6. **Term.** The term of this Agreement ("Term") shall commence retroactively on October 1, 2014 and end on September 30, 2016, unless otherwise terminated or extended. At least six months prior to the termination of this Agreement, the parties will meet to discuss whether or not this Agreement should be extended. Any extension shall be in writing and signed by both parties.

Neither party may terminate this Agreement prior to April 1, 2015. Thereafter, either party may terminate this Agreement with 60 days advance written notice to the other party.

In the event either party terminates this Agreement prior to September 30, 2016, and CITY OF GROVELAND desires to sell the Equipment, CM will be offered the first right to purchase the Equipment for an amount to be agreed on by the parties at that time. If the parties do not reach an agreement within 60 days from the date CITY OF GROVELAND gives CM written notice of CITY OF GROVELAND'S intent to sell the Equipment, then CITY OF GROVELAND may sell the Equipment to a third party.

7. **Remedies.** If and to the extent any party's obligations set forth herein are not satisfied as and when required under the terms of this Agreement, or applicable Laws, then the performing party shall have all of the remedies available under applicable law, including, but not limited to, the right to seek any and all legal, or equitable remedies in the event of such default. Any party's pursuit of any one or more of the remedies stated above and/or available at law or in equity shall not constitute an election of remedies precluding pursuit of any other remedy provided in this Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, nor shall it constitute a forfeiture or waiver of amounts payable under this Agreement, or of any damages or other sums accruing to a party by reason of another party's failure to fully and completely comply with all of the terms of this Agreement. A party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or any remedy. No waiver by a party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a

waiver of any other right or remedy then or thereafter existing. No failure to pursue or exercise any of such party's powers, rights or remedies or to insist upon strict and exact compliance by any other party with any term of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of the right to demand strict and exact compliance with terms and conditions of this Agreement.

8. **Notices.** All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, return receipt requested, or by overnight courier with confirmation of delivery, addressed to the other party at the address set forth below or such other address as the party may designate in writing by similar notice:

To CITY OF GROVELAND:

CITY OF GROVELAND
Attn: City Manager
156 S Lake Avenue
Groveland, Florida 34736

With a copy to:

Anita Geraci-Carver, Esquire
1560 Bloxam Avenue
Clermont, Florida 34711

To CM:
CM Box Car Racing, Inc.
Attn: President
363 Sky Valley Street
Clermont, Florida 34711

9. **Assignment.** Neither party shall assign this Agreement, including by any merger or consolidation with another legal entity, except with the prior written consent of the other party. Any approved assignment of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

10. **Compliance with Law.** The Parties shall perform its obligations as described in this Agreement in accordance with applicable statutes, rules and regulations required by federal and Florida law, as may be from time to time be in effect or applicable to Manager.

11. **Miscellaneous.**

(a) **Entire Agreement; Modifications.** This Agreement embodies the entire agreement between the parties. This Agreement shall not be waived or amended

except by written instrument executed by all parties with the same formalities as this Agreement.

(b) Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Florida and, where applicable, the laws of the United States of America. Venue for any action based on this Agreement shall be in Lake County, Florida.

(c) Severability. The provisions of this Agreement are intended to be independent, and in the event any clause or provision hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement. In lieu of each clause or provision of this Agreement that is declared illegal, invalid or unenforceable, there shall be substituted as part of this Agreement a clause or provision as nearly identical as possible that is legal, valid and enforceable.

(d) Captions. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(e) Construction of Agreement. All parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions and the effect of all of the provisions of this Agreement and all parties agree to the enforcement of any and all these provisions and execute this Agreement with full knowledge of the same. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provisions shall not apply the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Typewritten or handwritten provisions inserted in this Agreement that are initialed by the parties shall control over all printed provisions of this Agreement in conflict therewith. The phrase "including" means "including but not limited to".

(f) Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

(g) Authority. Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed as of the date written above.

CITY OF GROVELAND,

Attest:

By: _____
Teresa Begley, City Clerk

By: _____
Tim Loucks, Mayor

By: _____
Redmond Jones, City Manager

CM BOX CAR RACING, INC.,

As Witnessed:

By: _____
Print Name

By: _____
John A. Bomm, Director

By: _____
Print Name

By: _____
Malinda K. Bomm, Secretary

By: _____
Nancy A. Bomm, Treasurer

AGREEMENT BETWEEN
CITY OF GROVELAND AND
CM BOX CAR RACING, INC.

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WITNESSETH:

WHEREAS, CM was organized for the specific purpose of giving "the under privileged children a sport that all can afford ... to make every child's dream come true ... give every child a chance to play a sport when they could not before." and

WHEREAS, CM was afforded the opportunity to purchase box car racing equipment, and items that can be used in box car races (hereinafter collectively "Equipment"); and

WHEREAS, CM asked the CITY OF GROVELAND to purchase the Equipment and to allow CM to conduct box car races within the municipal limits of the City of Groveland; and

WHEREAS, the CITY OF GROVELAND actively seeks to promote the city, encourage public involvement in community activities, and foster a safe environment for children to participate in sports; and

WHEREAS, the CITY OF GROVELAND agreed to fund CM'S travel expenses to and from Tallahassee for the purpose of CM transporting the Equipment to the CITY OF GROVELAND, as well as fund the purchase of the Equipment; and

WHEREAS, CM has committed to promoting and hosting CM box car races within the CITY OF GROVELAND utilizing the Equipment as well as other equipment owned by CM; and

WHEREAS, the CITY OF GROVELAND and CM are parties to that certain Agreement between CITY OF GROVELAND and CM BOX CAR RACING, INC.; and

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00), the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the CITY OF GROVELAND and CM hereby agree as follows:

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4. **CM'S Obligations.** CM's obligations are as follows:

- a. CM shall promote, register age and size appropriate participants for each event, and facilitate no less than 10 box car racing events to be held within the City of Groveland each fiscal year (Oct 1 – Sept 30) commencing October 2014 at CM'S expense.
- b. CM shall provide CITY OF GROVELAND with a certificate of insurance naming the City as an additional insured and covering all personal injury, death, and property damages relating to any event. CM shall maintain said insurance at all times, and the insurance company shall be required to notify the City no less than 30 days prior to any changes in coverage or cancellation of insurance. The policy limits shall not be less than \$1,000,000 per occurrence.
- c. CM shall inspect the Equipment prior to each use and shall notify the CITY OF GROVELAND of any needed repairs or safety hazards prior to each event. CM shall not utilize any equipment that is unsafe or is a safety hazard.
- d. CM shall provide, at its expense, any other equipment needed for holding box car racing events. CM shall not utilize any equipment that is unsafe or is a safety hazard.
- e. CM may charge a registration fee for participants and retain the fees collected; however, the registration fee amount shall be approved by the CITY OF GROVELAND. The registration fee charged residents of the City of Groveland shall be at least \$10.00 less than a non-resident's registration fee.
- f. CM shall obtain any and all permits at its expense.
- g. CM shall abide by any and all state, county and municipal laws and regulations.
- h. CM is responsible for moving the shed, ramps, containers and Equipment to a location designated by the CITY OF GROVELAND.
- i. CM must obtain CITY OF GROVELAND'S consent for the location of each event.

- j. CM shall provide sufficient personnel to perform the duties CM is responsible for as provided herein. All such personnel shall be employed by, contracted with, and otherwise paid by CM. CM shall ensure all personnel have training proper to their duties and that all personnel meet security and criminal and background clearances, if appropriate.
- k. On September 1 of each year commencing September 1, 2015, and within 30 days of any request, CM shall provide CITY OF GROVELAND a detailed financial report detailing the preceding twelve month's expenditures and receipts.
- l. Commencing in February 2015 and each month thereafter for the duration of this Agreement, CM shall provide CITY OF GROVELAND the preceding month's bank statement demonstrating what funds are available to support the events.
- m. CM shall comply with the following restrictions:
 - i. No vehicles or food vendors shall be parked or located in the street or on either side of the street in the grass between the start line and the finish line barriers without written permission from the property owner.
 - ii. In the area before the safety barriers, there shall be no loading of box cars onto trailers or vehicles during the race.
 - iii. Develop a track safety guideline in written form, to include safety prevention measures and protocols in the event of an emergency, and designating personnel to carry out the safety guideline protocols in the event emergency responders are not available or will be delayed in responding to an accident.
 - iv. In accordance with NDR program rules, no child under the age of 7 shall be allowed to drive a box car by his or her self, except a Super Kids event which requires two in a vehicle. In that event, at least one of the two must be 7 years of age or older.
- n. CM shall provide the CITY OF GROVELAND, no less than two business days before each event, a copy of the following:
 - i. List of all participants
 - ii. Application for each participant
 - iii. Release and Hold-Harmless language signed by each participant
 - iv. The release waiver and hold harmless-language in the liability section of the race form shall include language benefitting the City of Groveland and the language shall be approved by the CITY OF GROVELAND in advance.

5. **City's Obligations.** The CITY OF GROVELAND'S obligations are:

- a. CITY OF GROVELAND shall make available to CM the Equipment for CM to utilize at all CM box car racing events held within the City of Groveland.
- b. Provide public safety (police and fire) services as needed for each box car racing event held within the City of Groveland. This service will be provided at the cost of the city for 10 races. After which time, CM is responsible for the cost of police coverage as required by county ordinance.
- c. Promote each box car racing event held within the City of Groveland on the City's website and Facebook page.

6. **Term.** The term of this Agreement ("Term") shall commence retroactively on October 1, 2014 and end on September 30, 2016, unless otherwise terminated or extended. At least six months prior to the termination of this Agreement, the parties will meet to discuss whether or not this Agreement should be extended. Any extension shall be in writing and signed by both parties.

Neither party may terminate this Agreement prior to April 1, 2015. Thereafter, either party may terminate this Agreement with 60 days advance written notice to the other party.

In the event either party terminates this Agreement prior to September 30, 2016, and CITY OF GROVELAND desires to sell the Equipment, CM will be offered the first right to purchase the Equipment for an amount to be agreed on by the parties at that time. If the parties do not reach an agreement within 60 days from the date CITY OF GROVELAND gives CM written notice of CITY OF GROVELAND'S intent to sell the Equipment, then CITY OF GROVELAND may sell the Equipment to a third party.

7. **Remedies.** If and to the extent any party's obligations set forth herein are not satisfied as and when required under the terms of this Agreement, or applicable Laws, then the performing party shall have all of the remedies available under applicable law, including, but not limited to, the right to seek any and all legal, or equitable remedies in the event of such default. Any party's pursuit of any one or more of the remedies stated above and/or available at law or in equity shall not constitute an election of remedies precluding pursuit of any other remedy provided in this Agreement or any other remedy or remedies provided for or allowed by law or in equity, separately or concurrently or in any combination, nor shall it constitute a forfeiture or waiver of amounts payable under this Agreement, or of any damages or other sums accruing to a party by reason of another party's failure to fully and completely comply with all of the terms of this Agreement. A party's forbearance in pursuing or exercising one or more of its remedies shall not be deemed or construed to constitute a waiver of any event of default or any remedy. No waiver by a party of any right or remedy on one occasion shall be construed as a waiver of that right or remedy on any subsequent occasion or as a waiver of any other right or remedy then or thereafter existing. No failure to pursue or

exercise any of such party's powers, rights or remedies or to insist upon strict and exact compliance by any other party with any term of this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of the right to demand strict and exact compliance with terms and conditions of this Agreement.

8. **Notices.** All notices permitted or required by this Agreement shall be deemed given when in writing and delivered personally or deposited in the United States Mail, postage prepaid, return receipt requested, or by overnight courier with confirmation of delivery, addressed to the other party at the address set forth below or such other address as the party may designate in writing by similar notice:

To CITY OF GROVELAND:

CITY OF GROVELAND
Attn: City Manager
156 S Lake Avenue
Groveland, Florida 34736

With a copy to:

Anita Geraci-Carver, Esquire
1560 Bloxam Avenue
Clermont, Florida 34711

To CM:
CM Box Car Racing, Inc.
Attn: President
363 Sky Valley Street
Clermont, Florida 34711

9. **Assignment.** Neither party shall assign this Agreement, including by any merger or consolidation with another legal entity, except with the prior written consent of the other party. Any approved assignment of this Agreement shall be binding upon and shall inure to the benefit of the parties' successors and assigns.

10. **Compliance with Law.** The Parties shall perform its obligations as described in this Agreement in accordance with applicable statutes, rules and regulations required by federal and Florida law, as may be from time to time be in effect or applicable to Manager.

11. **Miscellaneous.**

(a) **Entire Agreement; Modifications.** This Agreement embodies the entire agreement between the parties. This Agreement shall not be waived or amended

except by written instrument executed by all parties with the same formalities as this Agreement.

(b) Applicable Law. This Agreement shall be construed and interpreted under the laws of the State of Florida and, where applicable, the laws of the United States of America. Venue for any action based on this Agreement shall be in Lake County, Florida.

(c) Severability. The provisions of this Agreement are intended to be independent, and in the event any clause or provision hereof should be declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable for any reason whatsoever, such illegality, unenforceability, or invalidity shall not affect the remainder of this Agreement. In lieu of each clause or provision of this Agreement that is declared illegal, invalid or unenforceable, there shall be substituted as part of this Agreement a clause or provision as nearly identical as possible that is legal, valid and enforceable.

(d) Captions. Titles or captions of sections contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

(e) Construction of Agreement. All parties acknowledge that they have read, understand and have had the opportunity to be advised by legal counsel as to each and every one of the terms, conditions, and restrictions and the effect of all of the provisions of this Agreement and all parties agree to the enforcement of any and all these provisions and execute this Agreement with full knowledge of the same. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the provisions shall not apply the rule of construction that a document is to be construed more strictly against the party who itself or through its agent prepared the document. Typewritten or handwritten provisions inserted in this Agreement that are initialed by the parties shall control over all printed provisions of this Agreement in conflict therewith. The phrase "including" means "including but not limited to".

(f) Counterparts. This Agreement may be executed in separate counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties.

(g) Authority. Each individual signing this Agreement warrants that such execution has been duly authorized by the party for which he or she is signing, and this Agreement constitutes the valid and enforceable obligation of each party in accordance with its terms.

IN WITNESS WHEREOF, the undersigned have caused this document to be executed as of the date written above.

CITY OF GROVELAND,

Attest:

By: _____
Teresa Begley, City Clerk

By: _____
Tim Loucks, Mayor

By: _____
Redmond Jones, City Manager

CM BOX CAR RACING, INC.,

As Witnessed:

By: _____
Print Name

By: _____
John A. Bomm, Director

By: _____
Print Name

By: _____
Malinda K. Bomm, Secretary

By: _____
Nancy A. Bomm, Treasurer



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Re-plat: Timber Groves
---------------------	-------------------------------

CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
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PREPARED BY:	Ryan Berger, Community Development Director
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DATE:	February 2, 2015
--------------	------------------

BACKGROUND:

Timber Groves is re-plating lots 1 – 11 and lots 21 – 34. A total of 4 lots are removed due to the re-plating. All lots are now configured for the construction of single family homes.

STAFF RECOMMENDATION: Motion to Approve
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

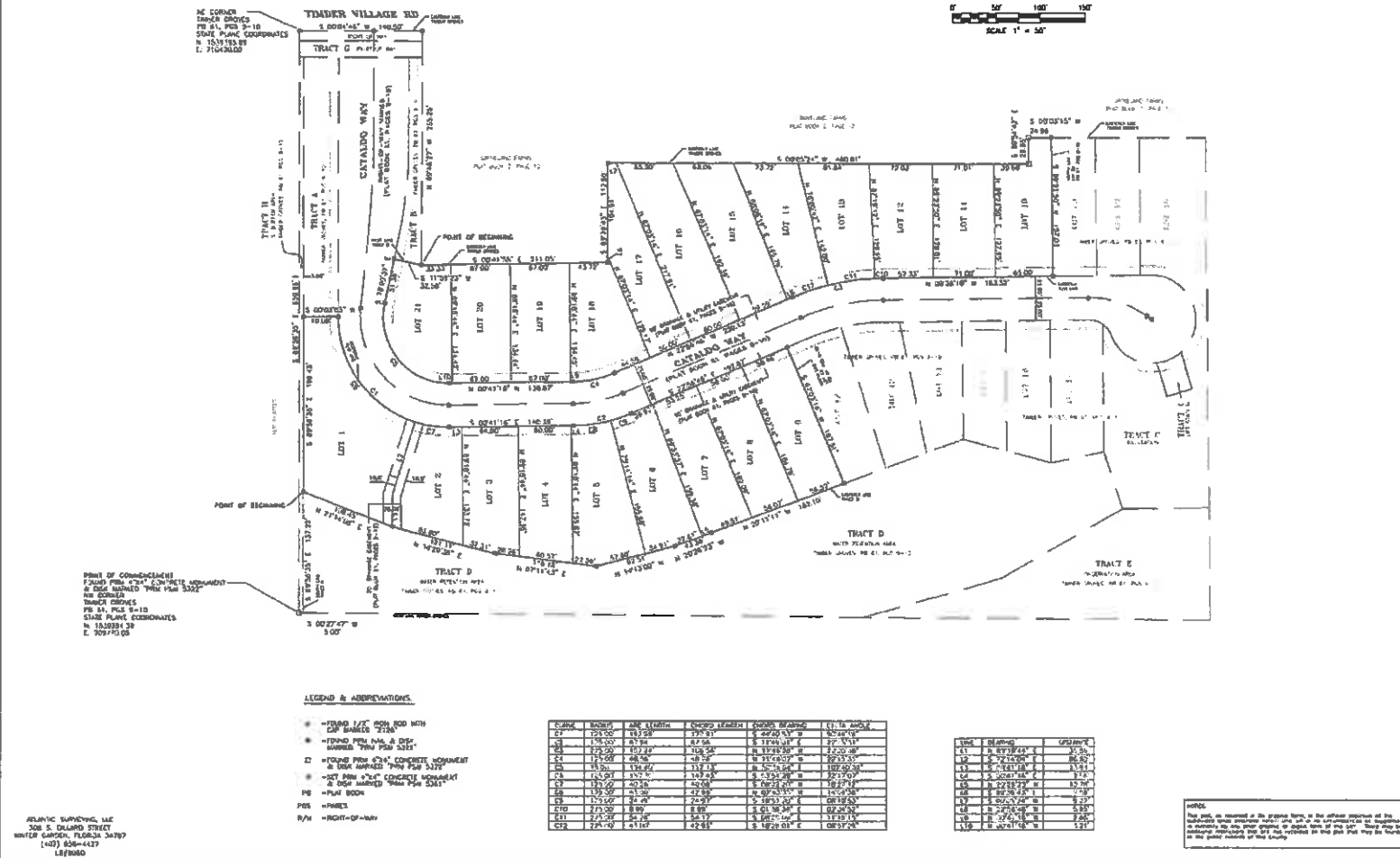
SECOND BY:

"The city with a future, watch us grow!"

A REPLAY OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11 AND LOTS 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, AND 34, ALL IN TWINER DRIVE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 61, PAGES 9 AND 10, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

LOCATED IN SECTION 17, TOWNSHIP 22 SOUTH, RANGE 25 EAST
CITY OF GROVELAND, LAKE COUNTY, FLORIDA

BOOK _____ PAGE _____
SHEET 2 OF 2





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Ordinance 2015-02-02: Comprehensive Plan Amendment – Dequette Property
---------------------	---

CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
-------------------	--

PREPARED BY:	Ryan Berger, Community Development Director
---------------------	---

DATE:	February 2, 2015
--------------	------------------

BACKGROUND: The annexation of Dequette was approved by City Council. This Ordinance amends the Comprehensive Plan future land use designation from Lake County Rural to the City of Groveland Medium Density Residential. This is the Future Land Use consistent with the proposed R-3 zoning.

STAFF RECOMMENDATION: Motion to Approve
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

Record and Return to:
City of Groveland
Attn: Trudy Lovejoy
156 S. Lake Avenue
Groveland, Florida 34736

ORDINANCE 2015-02-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, LAKE COUNTY, FLORIDA, AMENDING THE CITY OF GROVELAND'S COMPREHENSIVE PLAN PURSUANT TO 163.3187(1), FLORIDA STATUTES, BY AMENDING THE COMPREHENSIVE LAND-USE PLAN DESIGNATION FROM LAKE COUNTY RURAL TO CITY OF GROVELAND MEDIUM DENSITY RESIDENTIAL ON THE FUTURE LAND-USE MAP FOR THE HEREIN DESCRIBED PROPERTY; AUTHORIZING THE CITY MANAGER TO AMEND SAID COMPREHENSIVE PLAN; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR THE FORWARDING OF THIS ORDINANCE TO THE STATE OF FLORIDA DEPARTMENT OF ECONOMIC OPPORTUNITY.

WHEREAS, the City of Groveland, Florida adopted Ordinance 92-02-01, adopting the Comprehensive Plan for the City of Groveland which has since been amended, and

WHEREAS, the request for this large scale plan amendment is initiated by the applicant, Maria Dequette; and

WHEREAS, the owner and applicant desire to use the property to build an additional house; and

WHEREAS, the Local Planning Agency of the City of Groveland held a public hearing on this ordinance which was advertised in accordance with law, and

WHEREAS, the City Council of the City of Groveland public hearing has been advertised as required by law for two public hearings with the first public hearing occurring at least 7 days after the first advertisement was published and the second public hearing for adoption of this ordinance occurring at least 5 days after the day of the second advertisement; and

WHEREAS, the City Council of the City of Groveland hereby finds and determines that the plan amendment is internally consistent with the City's Comprehensive Plan; and

WHEREAS, it is in the best interests of the City of Groveland to amend the Comprehensive Plan for the City of Groveland as set forth herein.

WHEREAS, the City of Groveland desires to amend the Comprehensive Plan for the City of Groveland as set forth below.

Now, therefore, it be ordained by the City Council of the City of Groveland, Florida:

Section 1. Legislative Findings.

The recitals set forth above are hereby adopted as legislative findings of the City Council of the City of Groveland.

Section 2. Comprehensive Plan Amendment

A. The Property is legally described in **Exhibit A** attached hereto.

The Property consists of 1.33 +/- acres.

B. That portion of the Future Land Use Element referenced as the Future Land Use Map of the City of Groveland Comprehensive Plan is hereby amended by changing the designation of the hereafter described real property (the "Property"), on the City of Groveland Future Land Use Map from Lake County Rural and designating the Property on the Future Land Use Map to:

MEDIUM DENSITY RESIDENTIAL: 1.33 acres more particularly described as The Property less and except the property depicted and described in **Exhibit A** hereto.

Section 3. Severability

Upon a determination that by a court of competent jurisdiction that a portion of this ordinance or the comprehensive plan adopted hereby is void, unconstitutional or unenforceable, all remaining portions shall remain in full force and effect.

Section 4. Direction to the City Manager.

The City Manager is hereby authorized to amend the comprehensive plan and future land-use map as indicated herein.

Section 5. Repeal

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 6. Transmittal

After the first public hearing, a copy hereof shall be transmitted to the Department of Economic Opportunity and the East Central Florida Regional Planning Council, the water management district, the Department of Environmental Protection, the Department of State, the Department of Transportation, Lake County, and any other unit of local government or governmental agency in

the State of Florida that has filed a written request with the Clerk of the City of Groveland, Florida.

Section 7. Effective Date

This ordinance shall become effective upon the date a final order is issued by the Department of Economic Opportunities or Administration Commission finding the amendment in compliance in accordance with Section 163.3184, Florida Statutes. No development permits or land uses dependent on this amendment may be issued or commence before it has become effective.

PASSED and ADOPTED at a regular meeting of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, Florida

Attest:

TERESA BEGLEY
City Clerk

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

First Reading _____
Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
James Smith		
Dina Sweatt		
Evelyn Wilson		



Alt Key number - 2836644



REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
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AGENDA ITEM:	Ordinance 2015-02-03: Rezoning – Dequette Property
---------------------	---

CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
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PREPARED BY:	Ryan Berger, Community Development Director
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DATE:	February 2, 2015
--------------	------------------

BACKGROUND: The annexation of Dequettee was approved by City Council. Currently there is a duplex and 2 single family houses located on the property. This is a rezoning of that property from Lake County Rural to R-3. This is consistent with surrounding land uses. An R-3 zoning will allow for an additional house to be built on the property.

STAFF RECOMMENDATION: Motion to Approve
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2015-02-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GROVELAND, COUNTY OF LAKE, STATE OF FLORIDA, RECLASSIFYING THE ZONING FROM LAKE COUNTY RURAL TO CITY OF GROVELAND R-3, FOR THE HEREAFTER DESCRIBED LANDS CONSISTING OF 1.33 +/- ACRES WITHIN THE CITY OF GROVELAND, FLORIDA, OWNED BY JAMES DUQUETTE; PROVIDING FOR DIRECTIONS TO THE CITY MANAGER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the applicant requested a rezoning from Lake County Rural to City of Groveland R-3 and Recreation zoning; and

WHEREAS, the subject property consists of 1.33 +/- acres, more or less, and is located at the intersection of Cherry Lake and Wapshawa Road, Lake County, Florida, and is more particularly described in **Exhibit A** attached hereto (**the "Property"**); and

WHEREAS, the property has a future land use designation of Medium Density Residential as shown on the City of Groveland Comprehensive Plan Future Land Use Map; and

WHEREAS, the proposed zoning is consistent with the future land use designation.

WHEREAS, the City of Groveland Local Planning Agency recommended approval of a change in the use of the Property;

WHEREAS, the City of Groveland has advertised as required by law for two public hearings prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearings and the records of the City provide that the owners of the land affected have been notified as required by law;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Groveland, Florida, as follows:

Section 1: Purpose and Intent.

That the zoning classification of the following described property, being situated in the City of Groveland, Florida, shall be hereafter be designated:

R-3: 1.33acres more particularly described as The Property less and except the property depicted and described in **Exhibit A** hereto.

Section 2: Zoning Classification.

That the property shall be designated as R-3 in accordance with Land Development Code of the City of Groveland, Florida.

Section 3: Consistent with Comprehensive Plan.

That the zoning classification is consistent with the Comprehensive Plan of the City of Groveland, Florida.

Section 4: Official Zoning Map.

That the City Manager, or designee, is hereby directed to amend, alter, and implement the official zoning maps of the City of Groveland, Florida, to include said designation consistent with this Ordinance.

Section 5: Severability.

That if any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

Section 6: Conflict.

That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 7: Effective Date.

This Ordinance shall become effective immediately upon its approval and adoption by the City Council of the City of Groveland.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this _____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland Florida

ATTEST:

Teresa Begley
City Clerk



Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading _____
Passed Second Reading _____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member _____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
John Griffin		
Tim Loucks		
James Smith		
Dina Sweatt		
Evelyn Wilson		

Exhibit A





REQUEST FOR CITY COUNCIL CONSIDERATION

MEETING DATE: February 19, 2015
--

AGENDA ITEM:	Ordinance 2015-02-04: PUD Rezoning – <i>Hunt Industrial Park Phase III</i>
---------------------	---

CITY GOAL:	Develop, maintain, and rebuild safe, clean, diverse, healthy neighborhoods including partnering with the School District
-------------------	--

PREPARED BY:	Ryan Berger, Community Development Director
---------------------	---

DATE:	February 2, 2015
--------------	------------------

BACKGROUND:

Ordinance 2015-02-04 rezones two parcels from M-1 Industrial to Industrial PUD.

The Hunt Industrial Park is proposing to expand the boundaries of the existing Planned Unit Development. This expansion permits the same land uses and special exemptions found in the existing PUD.

This action is an important piece of the overall Hunt Industrial incentive package being offered by the City of Groveland.

STAFF RECOMMENDATION: Motion to Approve
--

REVIEWED BY CITY MANAGER:

COUNCIL ACTION:

MOTION BY:

SECOND BY:

"The city with a future, watch us grow!"

ORDINANCE 2015-03-04

AN ORDINANCE OF THE CITY OF GROVELAND, FLORIDA, TO CHANGE THE ZONING FROM M-1 INDUSTRIAL TO INDUSTRIAL PLANNED UNIT DEVELOPMENT FOR THE HEREIN DESCRIBED PROPERTY ON COUNTY ROAD 565A AND OWNED BY HUNT FAMILY III LLC., AMENDING THE PUD FOR HUNT INDUSTRIAL PARK; DIRECTING THE CITY MANAGER TO AMEND THE ZONING MAPS AS HEREIN PROVIDED AFTER THE PASSAGE OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Hunt Family III LLC (the “Owner”) operates Hunt Industrial Park on real property it owns within the municipal limits of the City of Groveland (described in Exhibit A) having a zoning designation of Industrial Planned Unit Development as provided for in Ordinance 2009-04-18 (the “Existing Property”);

WHEREAS, Owner desires to expand Hunt Industrial Park to include additional real property it owns within the municipal limits of the City of Groveland with the same allowable uses and restrictions applicable to the existing industrial park;

WHEREAS, the additional property consists of approximately 6 acres thereby bringing the total acreage of Hunt Industrial Park to approximately 22 acres;

WHEREAS, the additional property is more particularly described in Exhibit “B” attached hereto and incorporated herein (the “Additional Property”) (collectively the Existing Property and the Additional Property shall be referred to as the “Property”); and

WHEREAS, the Additional Property has a Future Land Use designation of Industrial on the City of Groveland Comprehensive Plan Future Land Use Map; and

WHEREAS, an Industrial PUD zoning is consistent with the future land use designation; and

WHEREAS, the Existing Property is known as the Hunt Industrial Park and construction of all buildings on the Existing Property is complete; however the Additional Property will be an expansion of the Hunt Industrial Park, and the Property will be subject to the provisions provided in this ordinance; and

WHEREAS, the City of Groveland Local Planning Agency recommended approval of this ordinance;

WHEREAS, the City of Groveland has advertised as required by law for one public hearing prior to adoption of this ordinance, and

WHEREAS, the City has held such public hearing as required by law;

BE IT ORDAINED BY THE CITY COUNCIL OF GROVELAND, FLORIDA, AS FOLLOWS:

Section 1. That the zoning classification of the Additional Property described in Exhibit B, shall be hereafter be designated as Industrial PUD as defined in the Groveland Land Development Regulations. The City Manager shall amend the Zoning Maps as to the Additional Property as specified in the Land Development Regulations, as amended, in accordance with this Ordinance.

Section 2. The Property (Existing Property and Additional Property) must comply with the following:

Land Use:

- a. 70% up to 100% of the businesses may be industrial uses as set forth in the M-1 Zoning and
- b. No more than 30% of the businesses shall be commercial uses with the commercial uses set forth below only:
 - Agriculture supply, including bulk storage facilities
 - Veterinary services, including animal specialty services
 - Building construction; general, electrical and special trade contractors
 - Plumbing, heating and air conditioning
 - Welding and armature rewinding shops
 - Health spas and gymnasiums
 - Taxidermy
 - Printing, publishing and allied industries
 - U.S. Postal Service
 - Paint, glass and wall paper stores
 - Hardware, auto and home supply stores
 - Apparel and accessory stores
 - Furniture, home furnishings and equipment stores
 - Finance, insurance and real estate
 - Professional services, including legal, architectural, engineering, accounting, social and educational
 - Health services, excluding hospitals, nursing and personal care facilities, but including medical and dental offices
 - Business services, excluding equipment rental and leasing services
 - Communication sales and service, including radio and television repair
 - Personal services such as barber and beauty shops, tailor studios, laundries and dry cleaning

Special Exception uses within the M-1 Industrial zoning will be Special Exception uses within this Industrial PUD zoning. The only other Special Exception uses for consideration are:

- Eat in restaurant
- Recreational facilities

- Nursery schools or child care centers

Section 3. Conditions as altered and amended which pertain to the Property shall mean:

- A. The Property shall only be used as specified in this Ordinance.
- B. There shall be no residential use.
- C. Floor area/acreage of commercial or industrial uses: Will not be specified.
- D. Commercial and industrial floor area ratios: Will not be specified.
- E. Building setbacks shall be in accordance with the approved construction plans and site plan.
- F. Building separations shall be in accordance with the approved construction plans and site plan.
- G. Maximum impervious surface lot coverage shall be in accordance with the approved construction plans and site plan.
- H. Height of structures shall be in accordance with the approved construction plans and site plan.
- I. Open space shall be in accordance with the approved construction plans and site plan.
- J. There are no recreation space requirements.
- K. Landscaping requirements shall be in accordance with the approved construction plans, site plan and landscape plan if any.
- L. Parking areas and external lighting systems shall be in accordance with the approved construction plans and site plan.
- M. Treatment of street lighting shall be in accordance with the approved construction plans and site plan.
- N. The City currently provides water and wastewater to the Existing Property and will provide water and wastewater to the Additional Property.
- O. Methods and commitments to offset the impact on public facilities and services were previously determined and any commitments shall be met by Owner.

- P. A Conceptual Plan for the Existing Property is not required at this time as constructions plans and site plan/s were previously approved. A Conceptual Plan for the Additional Property is attached as **Exhibit C**.
- Q. Areas of the Existing Property containing known or probable endangered species habitat were previously identified or found not to exist. Concerning the Additional Property, Owner shall obtain a threatened and endangered species formal survey and shall otherwise comply with the guidelines or requirements of the FWC. The Owner shall choose the appropriate habitat management plan to preserve any endangered species in accordance with federal and state regulations.
- R. There shall be no outdoor storage.
- S. Owner and Lessee shall meet all fire safety requirements before the City will issue a certificate of occupancy and prior to a tenant being authorized by the City to move in.

Section 4. This Ordinance shall insure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

Section 5. The transfer of ownership or lease of any or all of the Property described in this Ordinance shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions established by this Ordinance and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following procedures contained in the Land Development Regulations, as amended.

Section 6. Severability If any portion of this ordinance is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this ordinance, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this ordinance shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

Section 7. Conflict All ordinances or parts of ordinances, resolutions or parts of resolutions, which are in conflict with this ordinance are hereby repealed, to the extent necessary to alleviate the conflict, but shall continue in effect insofar as they are not in conflict herewith, unless repeal of the conflicting portion destroys the overall intent and effect of any of the conflicting ordinances, in which case those ordinances so affected shall be hereby repealed in their entirety.

Section 8. Effective Date This Ordinance shall become effective immediately upon final adoption by the City Council of the City of Groveland.

PASSED AND ORDAINED in regular session of the City Council of the City of Groveland, Lake County, Florida, this ____ day of _____, 2015.

HONORABLE TIM LOUCKS, MAYOR
City of Groveland, FL

ATTEST:

Teresa Begley
City Clerk

Approved as to Form:

Anita Geraci-Carver
City Attorney

Passed First Reading_____

Passed Second Reading_____

Council Member _____ moved the passage and adoption of the above and foregoing Ordinance. Motion was seconded by Council Member_____ and upon roll call on the motion the vote was as follows:

	YEA	NAY
Tim Loucks		
Dina Sweatt		
John Griffin		
James Smith		
Evelyn Wilson		

EXHIBIT "A"

GROVELAND, LAKE COUNTY, FLORIDA

Parcel 15-22-25-020100003600

**LOTS 37, 38, 39, 40, AND 41, GREEN ACRES, AS RECORDED IN PLAT BOOK 8,
PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.**

AND

**THAT PORTION OF PARCEL B AND LOT 42, SAID GREEN ACRES DESCRIBED
AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4
OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP, 22 SOUTH, RANGE 25 EAST,
LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°00'00" EAST ALONG THE EAST
LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A
DISTANCE OF 64.19 FEET TO THE CENTERLINE OF C.R. 565-A; THENCE RUN SOUTH
50°23'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 209.65 FEET, THEN
RUN SOUTH 01°30'31" EAST FOR A DISTANCE OF 63.54 FEET TO THE SOUTH RIGHT
OF WAY LINE OF C.R. 565-A, THENCE RUN SOUTH 50°23'00" WEST ALONG SAID
SOUTH RIGHT OF WAY FOR A DISTANCE OF 364.05 FEET TO THE BEGINNING OF A
CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1096.28 FEET AND A
CHORD BEARING OF SOUTH 37°23'34" WEST; THENCE RUN ALONG SAID SOUTH
RIGHT OF WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 499.28
FEET THROUGH A CENTRAL ANGLE OF 26°05'40" TO THE POINT OF BEGINNING,
THENCE CONTINUE ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF
SAID CURVE FOR A DISTANCE OF 66.67 FEET THROUGH A CENTRAL ANGLE OF
03°29'03" TO THE NORTHWEST CORNER OF LOT 41, SAID GREEN ACRES, THENCE
RUN SOUTH 73°28'03" EAST ALONG THE NORTH LINE OF SAID LOT 41 FOR A
DISTANCE OF 183.63 FEET TO THE NORTHEAST CORNER OF SAID LOT 42, THENCE
RUN ALONG THE EAST LINE OF LOTS 41, 40, 39, 38, 37 AND 36, SAID GREEN ACRES
THE FOLLOWING COURSES AND DISTANCES; SAID NORTHEAST CORNER OF LOT
42 BEING ON A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF
913.28 FEET AND A CHORD BEARING OF SOUTH 19°28'40" WEST; THENCE RUN
SOUTHWESTERLY ALONG THE ARC OF SAID CURVE FOR A DISTANCE OF 71.82
FEET THROUGH A CENTRAL ANGLE OF 04°30'22"; THENCE RUN SOUTH 17°15'33"
WEST FOR A DISTANCE OF 160.11 FEET TO THE BEGINNING OF A CURVE
CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 806.69 FEET AND A CHORD
BEARING OF SOUTH 27°59'41" WEST, THENCE RUN SOUTHWESTERLY ALONG THE
ARC OF SAID CURVE FOR A DISTANCE OF 303.23 FEET THROUGH A CENTRAL
ANGLE OF 21°32'13" TO THE NORTHWESTERLY LINE OF GREEN ACRES REPLAT,
ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 59,
PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, THENCE RUN ALONG SAID
NORTHWESTERLY LINE GREEN ACRES REPLAT, THE FOLLOWING COURSES AND
DISTANCES; THENCE RUN SOUTH 73°36'38" EAST FOR A DISTANCE OF 17.30 FEET;
THENCE RUN NORTH 88°33'29" EAST OF A DISTANCE OF 232.00 FEET; THENCE RUN
NORTH 06°36'29" EAST FOR A DISTANCE OF 133.60 FEET; THENCE RUN NORTH
37°52'29" EAST FOR A DISTANCE OF 236.88 FEET, THENCE RUN NORTH 22°13'29"**

EAST FOR A DISTANCE OF 136.76 FEET; THENCE RUN NORTH 68°57'32" WEST FOR A DISTANCE OF 427.00 FEET TO THE POINT OF BEGINNING.

AND

THAT PORTION OF LOT 36, GREEN ACRES, AS RECORDED IN PLAT BOOK 8, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS. BEGIN AT THE NORTHWEST CORNER OF SAID LOT 36, THENCE RUN SOUTH 72°24'56" EAST ALONG THE NORTH LINE OF SAID LOT 36 FOR A DISTANCE OF 196.54 FEET TO THE NORTHEAST CORNER OF SAID LOT 36 SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 806.69 FEET, AND HAVING A CHORD BEARING OF SOUTH 37°30'52" WEST, THENCE RUN SOUTHWESTERLY ALONG THE EAST LINE OF SAID LOT 36 AND THE ARC OF SAID NON-TANGENT CURVE FOR A DISTANCE OF 35.16 FEET TO THE NORTHWESTERLY LINE OF GREEN ACRES REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 17, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN NORTH 73°36'38" WEST ALONG SAID NORTHWESTERLY LINE FOR A DISTANCE OF 203.10 FEET TO THE SOUTH RIGHT OF WAY LINE OF C.R. 565-A SAID POINT BEING ON A NON-TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 623.69 FEET, AND CHORD BEARING OF NORTH 43°58'17" EAST; THENCE RUN NORTHWESTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 41.63 FEET THROUGH A CENTRAL ANGLE OF 03°49'28" TO THE POINT OF BEGINNING.

Parcel "J"

Commence at the Southwest corner of Section 15, Township 22 South, Range 25 East, Lake County, Florida; thence North along the West line of said Section 15, a distance of 751.11 feet to the Point of Beginning; thence North 67 degrees 41'20" East, 472.09 feet; thence North 25 degrees 37'00" West, 319.3 feet more or less to the Southerly right-of-way line of State Road 565; thence Northeasterly along said right-of-way line 21.1 feet more or less to the Southerly line of that tract of land shown as "Not Included" on the plat of a Partial Replat of Green Acres, said plat being recorded in Plat Book 17, Page 59, Public Records of Lake County, Florida; thence South 73 degrees 42'00" East along the said Southerly line 205.8 feet more or less to a concrete monument, said monument is shown on said plat of a Partial Replat of Green Acres; thence South 2 degrees 55'41" West, 300.46 feet to a concrete monument; thence South 67 degrees 41'20" West, 75.00 feet at right angle to and parallel with the first line of the property herein described, a distance of 325.80 feet to a concrete monument; thence West 196.37 feet to the Point of Beginning.

Also subject to a 20 foot ingress and egress easement, described as all land lying within 10 feet of the following described centerline from the point of beginning to the Southerly right-of-way line of State Road 565; Commence at the Southwest corner of said Section 15; thence North along the West line of said Section 15, a distance of 751.11 feet; thence East 196.37 feet; thence North 67 degrees 41'20" East, 295.80 feet to the Point of Beginning; thence North 25 degrees 37'00" West, 394.3 feet more or less to the Southerly right-of-way line of State Road No. 22.

From the Southwest corner of Section 15, Township 22 South, Range 25 East, Lake County, Florida, run North along the West line of Section 15, a distance of 751.11

feet to the point of beginning; run thence North 67 degrees 41'20" East 472.09 feet; thence North 25 degrees 37' West 384.14 feet to the centerline of State Road No. 22(Old No. 50); thence Southwesterly along road centerline and on a 573.686 foot radius curve, concave to the Northwest, an arc distance of 309.38 feet, more or less, to a point on the West line of said Section 15, thence South along Section line 383.87 feet, more or less, to the point of beginning. (Less right-of-way of State Road No. 22 and less right-of-way of County Road along West boundary).

Parcel "2"

All of Green Acres Partial Replat according to the Plat thereof as recorded in Plat Book 17, Page 59 Public Records of Lake County, Florida, less the South 550 feet of the West 915.4 feet and less from the Southwest corner of Section 15, Township 22 South, Range 25 East, run North 751.11 feet for Point of Beginning; thence run East 196.37 feet; thence North 67 degrees 41'20" East 325.8 feet; thence North 02 degrees 55'41" East 300.46 feet; thence North 73 degrees 42'00" West to Southerly right-of-way of State Road 565-A; thence Southwesterly along right-of-way to West Section line; thence South along Section line to Point of Beginning and less begin at the intersection of Southerly right-of-way of State Road 565-A and East line of West One-Half of the Southwest quarter; thence run Southwesterly along said right-of-way 210 feet; thence South 01 degrees 31' East 196 feet North to Point of Beginning, recorded in Official Records Book 613, Page 1357 of the Public Records of Lake County Florida.

EXHIBIT "B"

PARCEL 1:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 22 SOUTH, RANGE 25 EAST, LAKE COUNTY, FLORIDA; THENCE RUN SOUTH 00°00'00" EAST ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 15 FOR A DISTANCE OF 64.19 FEET TO THE CENTERLINE OF C.R. 565-A; THENCE RUN SOUTH 50°23'00" WEST ALONG SAID CENTERLINE FOR A DISTANCE OF 209.65 FEET; THENCE RUN SOUTH 01°30'31" EAST FOR A DISTANCE OF 63.54 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF C.R. 565-A AND THE POINT OF BEGINNING; THENCE RUN SOUTH 50°23'00" WEST ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE OF 364.05 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 1096.28 FEET AND A CHORD BEARING OF SOUTH 37°23'34" WEST; THENCE RUN ALONG SAID SOUTH RIGHT-OF-WAY LINE AND THE ARC OF SAID CURVE FOR A DISTANCE OF 499.28 FEET THROUGH A CENTRAL ANGLE OF 26°05'40"; THENCE RUN SOUTH 68°57'32" EAST FOR A DISTANCE OF 427.00 FEET TO THE NORTHWESTERLY LINE OF GREEN ACRES REPLAT, AS RECORDED IN PLAT BOOK 17, PAGE 59, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTHWESTERLY LINE THE FOLLOWING COURSES AND DISTANCES; THENCE RUN NORTH 22°13'29" EAST FOR A DISTANCE OF 318.76 FEET; THENCE RUN NORTH 08°57'29" EAST FOR A DISTANCE OF 231.85 FEET; THENCE RUN NORTH 28°02'29" EAST FOR A DISTANCE OF 65.94 FEET; THENCE RUN NORTH 01°30'31" WEST FOR A DISTANCE OF 260.01 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT: LOTS 47 AND 48, GREEN ACRES, AS RECORDED IN PLAT BOOK 8, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

AND

PARCEL 2:

LOTS 47 AND 48, GREEN ACRES, AS RECORDED IN PLAT BOOK 8, PAGE 32, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA.

Parcel Nos. 1522250201-000-04200 & 1522250201-000-04700

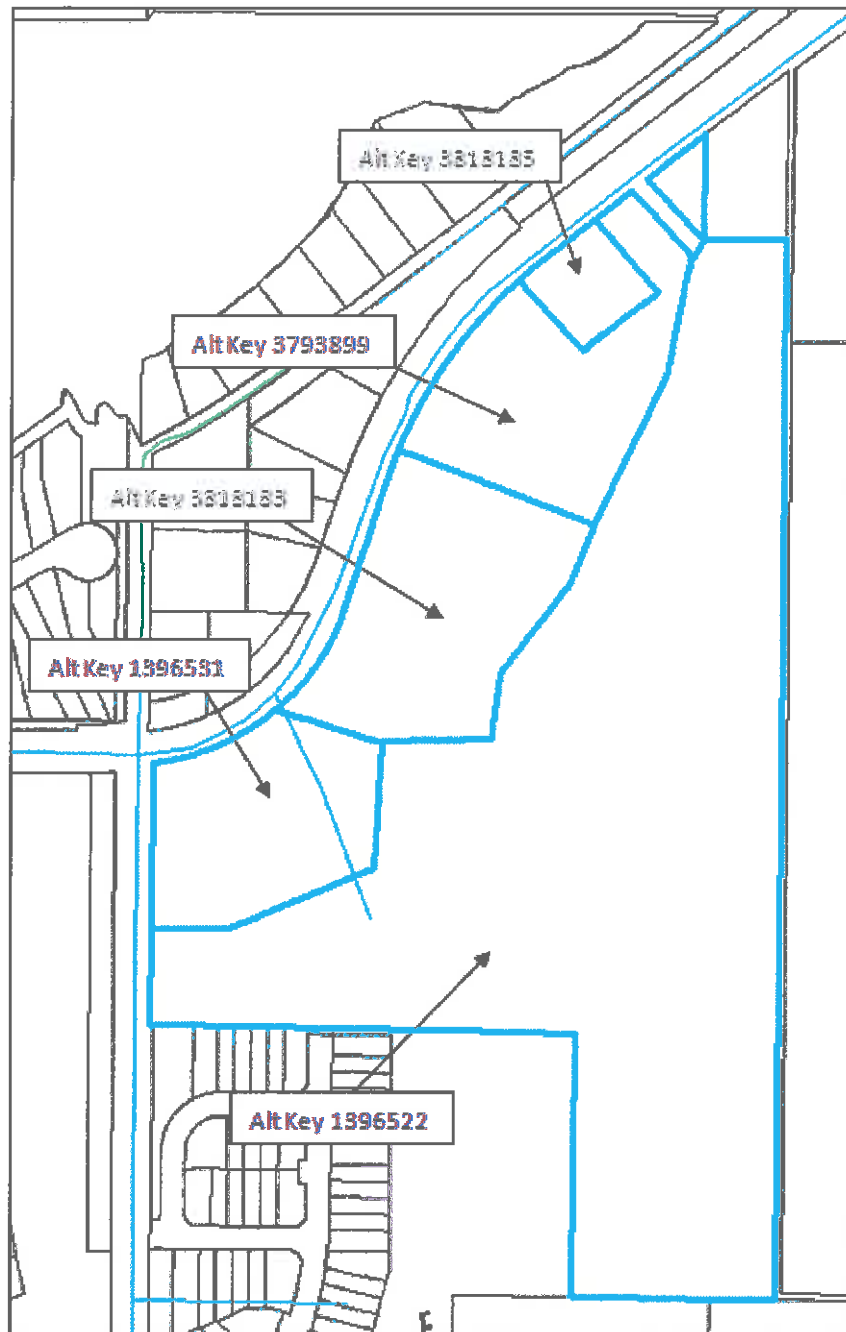


EXHIBIT "C"

CONCEPT PLAN FOR ADDITIONAL PROPERTY

